



Monroe Township  
Landfill  
AOC1  
12/01/86

**State of New Jersey**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**DIVISION OF HAZARDOUS WASTE MANAGEMENT**

John J. Trelo, Ph.D., Acting Director

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Trenton, N.J. 08625

609-292-1250

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| IN THE MATTER OF THE       | ) ( |                |
| MONROE TOWNSHIP LANDFILL:  | ) ( |                |
| AND                        | ) ( | ADMINISTRATIVE |
| BROWNING-FERRIS INDUSTRIES | ) ( | CONSENT ORDER  |
| OF SOUTH JERSEY, INC.      | ) ( |                |

This Administrative Consent Order is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter the "Department") by N.J.S.A. 13:1D-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and duly delegated to the Assistant Director for Enforcement of the Division of Hazardous Waste Management pursuant to N.J.S.A. 13:1B-4.

**FINDINGS**

1. The Monroe Township Landfill (hereinafter the "landfill") is located on Matchponix Road (Block 148, Lot B7), in Monroe Township, Middlesex County, New Jersey. The landfill consists of approximately eighty-six (86) acres owned by the Township of Monroe.
2. Browning-Ferris Industries of South Jersey, Inc. of Cranbury, New Jersey (hereinafter "BFISJ"), and its predecessor, Princeton Disposal Services, Inc., operated the landfill from sometime in or about 1968 until June 30, 1978.
3. In or around Autumn, 1977 and early 1978 overflows of leachate from the landfill into surrounding streets caused the abandonment of a housing construction project. Analyses of the leachate indicated the presence of contaminants

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including 1, 1, 2, 2-tetrachloroethane, toluene and benzene.

4. On June 29, 1979 and October 19, 1979, the Superior Court of New Jersey entered Judicial Orders requiring BFISJ to take steps to preclude further overflow of the leachate, and to undertake its appropriate treatment at its source.
5. On March 17, 1980, BFISJ concluded a year long study, including soil borings and the installation of more than a dozen groundwater wells, that showed contamination of a groundwater aquifer (the Magothy) used for public supply wells.
6. In April, 1983, the Department conducted a geophysical investigation on the northwestern perimeter of the landfill. The investigation indicated the existence of an anomaly, characterized by elevated terrain conductivity values, trending in a northwesterly direction away from the landfill.
7. BFISJ initiated implementation of its Phase I Remedial Action Plan on April 1, 1980. By May 15, 1980, BFISJ had ceased the surface discharge of leachate in the vicinity of Lani Street.
8. On May 1, 1981, a conditional certification of construction of the Phase I Remedial Action Plan was submitted to the Department by Wehran Engineers. This construction included a clay cut-off wall and leachate collection system along the northeast border of the landfill, grading and landscaping. This leachate collection system was put into operation as of May 26, 1981.
9. BFISJ submitted a Phase II Remedial Action Plan on June 2, 1980. The Department approved the portion of the Plan that concerned the placement of an impermeable cap over a

portion of the landfill on March 26, 1981. The remainder of the Plan was approved by the Department on May 18, 1981 and construction commenced immediately thereafter.

10. BFISJ routed all leachate flowing into the leachate collection system into the Middlesex County Utilities Authority Sewage Treatment Plant pursuant to a NJPDES permit (No. NJ 0099988) first issued by the Department on July 17, 1981.
11. BFISJ has indicated to the Department that construction of the Phase II Remedial Action Plan was completed by January 1, 1983. This construction included the compacted clay cut-off wall and leachate collection system to complete the (7000') seven thousand foot system now in existence, final capping, drainage control structures, and seeding of the site.
12. In February 1984, the Department conducted a further geophysical investigation as a follow-up to the geophysical work done in 1983. The results again defined a anomaly, trending northwesterly from the landfill.
13. In order to determine the nature and extent of any groundwater contamination in the area of the landfill it is necessary to conduct a further hydrogeologic study of the area.
14. To resolve this matter without the necessity for litigation, BFISJ has agreed to conduct a hydrogeologic study of the area in accordance with this Administrative Consent Order.
15. On July 30, 1986, BFISJ submitted to the Department a draft Hydrogeologic Study Plan for the landfill area.

## **ORDER**

**NOW THEREFORE IT IS HEREBY ORDERED AND AGREED THAT:**

### **I. Hydrogeologic Study**

16. BFISJ shall conduct a Hydrogeologic Study according to the Hydrogeologic Study Plan attached as Attachment A and the Schedule included therein.
17. Upon completion of the Hydrogeologic Study, BFISJ shall submit to the Department a Hydrogeologic Study Report in accordance with the Hydrogeologic Study Plan and the approved Schedule.
18. If upon review of the Hydrogeologic Study Report the Department determines that additional hydrogeologic investigation is required, BFISJ shall conduct such additional hydrogeologic investigation that does not grossly exceed the scope of the initial investigation as directed by the Department and submit the results of that investigation to the Department.

### **II. Permits**

19. This Administrative Consent Order shall not relieve BFISJ from obtaining and complying with all applicable Federal, State and local permits, as well as all applicable statutes and regulations while carrying out the obligations imposed by this Administrative Consent Order.

20. This Administrative Consent Order shall not preclude the Department from requiring that BFISJ apply for any permit or permit modification issued by the Department under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and/or any other statutory authority for the matters covered herein. The terms and conditions of any such permit shall not be preempted by the terms and conditions of this Administrative Consent Order even if the terms and conditions of any such permit are more stringent than the terms and conditions of this Administrative Consent Order.

### III. Project Coordination

21. BFISJ shall submit to the Department all documents required by this Administrative Consent Order, including correspondence relating to force majeure issues, by certified mail, return receipt requested or by hand delivery with an acknowledgement of receipt form for the Department's signature. The date that the Department executes the receipt or acknowledgment will be the date the Department uses to determine BFISJ's compliance with the requirements of this Administrative Consent Order and the applicability of stipulated penalties.
22. Within seven (7) calendar days after the effective date of this Administrative Consent Order, BFISJ shall submit to the Department the name, title, address and telephone number of the individual who will be the Department's contact with BFISJ for all matters concerning this Administrative Consent Order. BFISJ shall contact the individual identified in the following paragraph for all matters concerning this Administrative Consent Order.

23. Within seven (7) calendar days after the effective date of this Administrative Consent Order, the Department shall submit to BFISJ the name, title, address and telephone number of the individual who will be BFISJ's contact for all matters concerning this Administrative Consent Order. BFISJ shall notify that individual two weeks prior to the initiation of all field activities and submit five (5) copies of all documents required by this Administrative Consent Order.

#### IV. Oversight Costs

24. Within thirty (30) calendar days after receipt from the Department of an itemized accounting of all costs incurred in connection with its oversight functions of this Administrative Consent Order, including but not limited to analytical costs of split samples, for a fiscal year, or any part thereof, BFISJ shall submit to the Department a certified check payable to the "Treasurer, State of New Jersey" for the full amount of the Department's oversight costs.

#### V. Stipulated Penalties

25. BFISJ shall pay stipulated penalties to the Department for its failure to comply with any of the paragraphs in this Administrative Consent Order according to the following schedule, unless the Department has modified the compliance date pursuant to the force majeure provisions herein below:

**Calendar Days After Due Date****Stipulated Penalties**

|           |                             |
|-----------|-----------------------------|
| 1 - 7     | \$100.00 per calendar day   |
| 8 - 14    | \$500.00 per calendar day   |
| 15 - 21   | \$1,000.00 per calendar day |
| 22 - 28   | \$2,500.00 per calendar day |
| 29 - over | \$5,000.00 per calendar day |

Any such penalty shall be due and payable fourteen (14) calendar days following receipt of a written demand by the Department or, if no such demand is received, on the 30th calendar day following the date the penalty accrues, and shall be due and payable every 30th calendar day thereafter. Payment of such stipulated penalties shall be made by cashier's or certified check payable to the "Treasurer, State of New Jersey". Each payment of a stipulated penalty shall include a letter describing the basis for the penalty.

**VI. Force Majeure**

26. If any event occurs which BFISJ believes will or may cause delay in the achievement of any provision of this Administrative Consent Order, BFISJ shall notify the Department in writing within seven (7) calendar days of the delay or anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay.

27. If the Department finds that:

A. BFISJ has complied with the notice requirements of the preceding paragraph; and



- B. that any delay or anticipated delay has been or will be caused by fire, flood, riot, strike, act of God or other circumstances beyond the control of BFISJ, the Department shall extend the time for performance hereunder for a period no longer than the delay resulting from such circumstances. If the Department determines that either BFISJ has not complied with the notice requirements of the preceding paragraph, or the event causing the delay is not beyond the control of BFISJ, failure to comply with the provisions of this Administrative Consent Order shall constitute a breach of the requirements of this Administrative Consent Order. The burden of proving that any delay is caused by circumstances beyond the control of BFISJ and the length of any such delay attributable to those circumstances shall rest with BFISJ. Increases in the cost or expenses incurred by BFISJ in fulfilling the requirements of this Administrative Consent Order shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements.

## **VII. General Provisions**

28. This Administrative Consent Order shall be binding on BFISJ, its directors, officers, agents, successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.
29. BFISJ shall perform all work conducted pursuant to this Administrative Consent Order in accordance with the standards and practices of professional organizations such as the National Society for Professional Engineering.

30. All attachments referenced in this Administrative Consent Order, as well as the Hydrogeologic Study Plan and the Hydrogeologic Study Report, and all other reports, work plans and documents required under the terms of this Administrative Consent Order are, upon approval by the Department, incorporated into this Administrative Consent Order by reference and made a part hereof.
31. BFISJ shall make available to the Department all data and information, including raw sampling and monitoring data, obtained through compliance with this Administrative Consent Order; and allow the Department to obtain split samples upon the Department's request.
32. BFISJ shall make available to the Department all technical records and contractual documents maintained or created by BFISJ or its contractors in connection with this Administrative Consent Order, except that to the extent that these records or documents contain financial information the disclosure of which would violate BFISJ's right to confidentiality for its business records, BFISJ may excise such financial information from the records or documents.
33. BFISJ shall preserve, during the pendency of this Administrative Consent Order and for a minimum of six (6) years after its termination, all data, records and documents in their possession or in the possession of their divisions, employees, agents, accountants, contractors, or attorneys which relate in any way to the implementation of work under this Administrative Consent Order, despite any document retention policy to the contrary. After this six year period, BFISJ shall notify the Department within thirty (30) calendar days prior to the destruction of any such documents. If the Department requests in writing that some or all of the documents be preserved for a longer time period, BFISJ shall comply with that request. Upon request by the Department, BFISJ shall make available to the

Department such records or copies of any such records, subject to BFISJ's right to confidentiality for its business records.

34. No obligations imposed by this Administrative Consent Order (with the exception of paragraph 25) are intended to constitute a debt, claim, penalty or other civil action which should be limited or discharged in a bankruptcy proceeding. All obligations imposed by this Administrative Consent Order shall constitute continuing regulatory obligations imposed pursuant to the police powers of the State of New Jersey intended to protect human health or the environment.
35. In addition to the Department's statutory and regulatory rights to enter and inspect, BFISJ shall allow the Department and its authorized representatives complete access to all areas controlled by BFISJ or its contractors at all times for the purpose of monitoring BFISJ's compliance with this Administrative Consent Order upon presentation of proper identification by the inspector.
36. The Department reserves the right to require BFISJ to take additional actions should the Department determine that such actions are necessary to protect the human health or the environment, including but not limited to remedial action(s) based on results of the Hydrogeologic Study conducted pursuant to this Administrative Consent Order. Nothing in this Administrative Consent Order shall constitute a waiver of any statutory right of the Department pertaining to any of the laws of the State of New Jersey should the Department determine that such measures are necessary.
37. The obligations imposed by this Administrative Consent Order are in addition to, and not in abrogation of, all requirements imposed on BFISJ in any judicial proceeding

including but not limited to the matter of Docket No. C-3926-78, in the Superior Court of New Jersey. Entry into this Administrative Consent Order is wholly without prejudice to the positions of BFISJ and/or the Department in any litigation, other than in a proceeding to enforce the terms of this Administrative Consent Order.

38. BFISJ hereby consents to and agrees to comply with this Administrative Consent Order which shall be fully enforceable as an Order in the New Jersey Superior Court upon the filing of a summary proceeding for compliance pursuant to N.J.S.A. 13:1D-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq. and/or the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq.
39. BFISJ shall not construe any informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving BFISJ of its obligations to obtain written approvals as may be required herein, unless such advice, guidance, suggestions, or comments by the Department shall be submitted in writing to BFISJ.
40. Neither the Administrative Consent Order nor any conduct of BFISJ hereunder shall constitute any admission of fact, fault or liability by BFISJ arising out of the allegations presented in this Administrative Consent Order.
41. No modification or waiver of this Administrative Consent Order shall be valid except by written amendment to this Administrative Consent Order duly executed by BFISJ and the Department.
42. BFISJ agrees not to contest the authority or jurisdiction of the Department to issue this Administrative Consent Order and also agrees not to contest the terms of this

Administrative Consent Order in any action to enforce its provisions.

43. This Administrative Consent Order shall take effect upon BFISJ's receipt of a fully executed copy of this Administrative Consent Order.

**BROWNING-FERRIS INDUSTRIES  
OF SOUTH JERSEY, INC.**

Date: 11/6/86

By: Stephen L. Thomas  
Name: Stephen L. Thomas  
Title: Vice President

**DEPARTMENT OF ENVIRONMENTAL  
PROTECTION**

Date: 12/1/86

By: Ronald Corcory  
Ronald Corcory  
Assistant Director for  
Enforcement  
Division of Hazardous  
Waste Management